

PROCUREMENT OFFICE

Division of Finance

Community, Municipal Services/Education

1 Franklin Street, Suite 345, Hampton, VA 23669-3570

Phone: (757) 727-2200 Fax: (757) 727-2207

October 5, 2004

Re: Invitation to Bid No. 1028/E

Gentlemen/Ladies:

The Director of Finance or his designated representative, on behalf City of Hampton will accept written responses in the Procurement Office 1 Franklin Street, Suite 345, Hampton, Virginia, 23669-3570 until **9:00 AM** sharp local time, **Thursday, October 28, 2004** at which time they will be opened and read aloud for the following:

Annual contract for Automotive Oils and lubricants on an as needed basis, per attached requirements and specifications. Contract is from November 2004 through October 31, 2005 with 2 additional one-year renewal options.

Section 2.2-4304 Code of Virginia (VPPA) will apply to this solicitation. Other Public Bodies may utilize any contract(s) issued pursuant to this solicitation by placing its own order(s) directly with the successful contractor(s). The City of Hampton acts only as the issuing agent and is not responsible for placement of orders, payment or discrepancies of other participating Public Bodies.

Legal requirements mandate that responses to this solicitation be submitted sealed. Therefore FAX responses shall not be accepted.

Submittal requires 2 copies, original plus one.

Any previous submittals, offers, price given, either orally or written, can not be accepted as a response to this formal solicitation. To insure fair and equal consideration of your response, if you wish to compete, please reply to this request.

NOTE: All questions regarding this solicitation shall be in writing using the enclosed question form and must be in the Procurement Office by no later than 4:00 p.m. October 19, 2004. Copies of all questions and their answers will be distributed to those on the distribution list for this solicitation. Questions may be faxed to (757) 727-2207; however, it shall be the responsibility of the sender to verify receipt of all transmissions. The City of Hampton shall not be responsible for missed transmissions.

Final addendum and answers to pre-bid questions will be available from the Procurement Office October 21, 2004 between 9:00 a.m. and 4:00 p.m. **Call prior to coming for availability. It shall be the responsibility of prospective bidders/offerors to verify, prior to turning in a response, if an addendum was issued.**

All forms relating to this solicitation are attached or may be obtained from the Procurement Office, 1 Franklin Street, Hampton, Virginia.

While cost is important it will not be the only consideration in the contractor selection process. Equally important will be the contractors past experience and past performance with similar projects, ability to focus attention on this project and the necessary relationships with suppliers to maintain a tight construction schedule. Evaluation shall be in accordance with the State of Virginia Public Procurement Act and the Code of the City of Hampton, Virginia.

Public announcement of the decision to award this contract shall be issued in written form distributed to all responsive participants via facsimile transmission, using the offeror's number provided on the formal response form. Public records shall be available for inspection from the date of the public announcement.

It is the policy of the City of Hampton, Virginia to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the cities procurement activities. Toward that end the City of Hampton, Virginia encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships joint ventures, sub-contracts, and other contractual opportunities.

In accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193 it is the policy of the City of Hampton, Virginia not to discriminate against faith-based organizations.

During the performance of this contract, the contractor agrees as follows: (i) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause. (ii) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. (iv) The contractor will include the provisions of i, ii, and iii in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled

substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the forgoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

By signing and submitting a bid or offer under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage's at the time the contract is awarded. Certification must be completed by the awarded contractor within 10-days from the date of award. If any subcontractors are involved, the subcontractor will have workers compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the Code of Virginia.

The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage's during the entire term of the contract and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in The Commonwealth of Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGE AND LIMITS REQUIRED

Workmen's Compensation must fully comply with all statutory requirements of the Commonwealth of Virginia (Including coverage under United States Longshoremens' and Harbor Workers Act, where applicable, to include Employer's Liability.)

Comprehensive General Liability \$1,000,000 Minimum
Including Contractual Liability, Dependent Contractors Coverage and
Products Liability.

Comprehensive Automobile Liability \$1,000,000 Minimum
Must include hired and non-owned vehicles where applicable.

Umbrella Liability \$2,000,000 Minimum

The Certificate must name the City of Hampton as additional insured.

The following requirements shall also be included:

- Proof of Insurance in the form of a certificate prior to the commencement of work.
- **Description section to include solicitation number with simple statement of services/work.**
- A stipulation that insurance cannot be canceled without 30 days notice except for non-payment where ten (10) days notice of expiration applies.
- Best Rating minimums (usually A).

The contractor shall secure and maintain such insurance policies as will protect himself, his subcontractors, and unless otherwise specified, the City, from claims for bodily injuries, death or property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone employed by them directly or indirectly.

A withdrawal of bid due to error shall be in accordance with Section 2.2-4330 of the Code of Virginia.

City of Hampton reserve(s) the right to negotiate with the lowest responsible vendor in the event that price exceeds available funds. Such negotiation shall be in compliance with Sec. 2-337(e) Code of Hampton, Virginia.

City of Hampton reserve(s) the right to reject any and all responses, to make awards in whole or in part, and to waive any informalities in submittals.

Yours Truly,
FOR CITY OF HAMPTON

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Buyer